

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

**HISPANIC CHAMBER OF COMMERCE OF
WISCONSIN,**

Plaintiff,

**AMERICAN INDIAN CHAMBER OF
COMMERCE,**

Intervenor-Plaintiff,

Case No. 12-C-0545

v.

CITY OF MILWAUKEE,

Defendant,

v.

**D. WILSON CONSULTING GROUP, LLC and
GEMINI INSURANCE COMPANY**

Third-Party Defendants.

MEMORANDUM

The parties have informed me that they have settled all aspects of this case and are in the process of finalizing a settlement agreement that will involve a request to both dismiss this case with prejudice and have the court retain jurisdiction for purposes of enforcing the settlement agreement. However, the parties should note that the Seventh Circuit has held that a district court cannot both dismiss a lawsuit with prejudice and retain jurisdiction over the case. The court considers that a paradox. See Dupuy v. McEwen, 495 F.3d 807, 809–10 (7th Cir. 2007); Shapo v. Engle, 463 F.3d 641, 646 (7th Cir. 2006); Lynch, Inc. v. SamataMason Inc., 279 F.3d 487, 489 (7th Cir. 2002). Thus, if the parties want me to retain jurisdiction to enforce their settlement agreement, I cannot also dismiss

the case with prejudice. The parties should take this into account when drafting their settlement documents.

Dated at Milwaukee, Wisconsin, this 21st day of May, 2013.

s/ Lynn Adelman

LYNN ADELMAN
District Judge